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Current Topics.

A Great Lawyer.

BY THE death of Sir THOMAS WILLES CHITTY the law loses one who for a long period played a notable part in its administration and exposition. The family to which he belonged gave many of its sons to the profession and each of them left the marks of his legal genius on its annals, but probably none of them did so much and in so many ways to illustrate the principles and practice of the law as he whose loss we now deplore. Those who remember him as a junior at the Bar in those now far-off palmy days when appeals from chambers were plentiful and went in the first instance to the Divisional Court, scarcely need to be reminded that he was in most of them, his knowledge of points of practice being very fittingly described by Dominie SAMPSON's famous expression, "Prodigious." At that time it was confidently anticipated that he would reach the Bench, and most people were consequently surprised to find him content to accept the post of Master, but in this office, at all events, he was thoroughly at home and for many years, till his resignation in 1926, he discharged its duties with universal acceptance. But his appetite for work was by no means satisfied by the due performance of his routine duties, and so he resumed editorial labours many and manifold. The managing editorship of "Halsbury's Laws of England" which he undertook might of itself have been thought sufficient to fill up his spare time, but his untiring energy required additional outlets, and so he became editor-in-chief of the "English and Empire Digest," the "Yearly Practice," and "Smith's Leading Cases," to mention only those works with which he was associated in recent years. On his retirement from his Mastership, the law to him continued so alluring that he returned to practice at the Bar, took silk, and was again heard in the courts expounding those points of practice with which he had enjoyed a lifelong familiarity. In the law there have been many who have scorned delights and lived laborious days, but it may confidently be asserted that none so continuously exhibited those qualities as Sir THOMAS WILLES CHITTY.

"Pensioned Wives."

A WOMAN SOLICITOR is reported as having told a public meeting that there had grown up in the East End a great habit for young women to get married in order to have what was really a pension for life. She went on to explain that the young women, when they tired of married life, accused their husbands of cruelty and applied for separation and maintenance orders. We doubt this very much, though it has been said before in much the same way. Many young women tire soon of married life, and may apply for maintenance orders, which, possibly, are granted too readily by some benches. What we shall not believe, unless and until we have very clear evidence of it, is that there is anything approaching a habit of young women to scheme so wickedly and so cunningly to get those so-called pensions by marrying with the fixed intention of breaking off the marriage relationship and seeking a maintenance order. Even in these days, women, east or west, have a higher idea of marriage than that, at all events, before disillusionment comes.

Blasphemy.

IN A LETTER to *The Times*, 29th January, Sir FREDERICK POLLOCK draws attention to s. 298 of the Indian Penal Code, whereby insulting words or gestures used "with deliberate intention of wounding the religious feelings of any person" are punishable with imprisonment up to one year, and fine. He suggests that this succeeds in hitting the line between fair controversy and wanton insult, and this suggestion is certainly worth the attention of the Legislature. The difficulty which arises in the administration of the present Blasphemy Acts is the very familiar one of public opinion outgrowing their provisions, while certain controversies prevent reform when there is a question of their abolition or replacement. As with betting, gaming, divorce, etc., controversy has hitherto blocked progress, though, perhaps, it will not do so much longer, for the bill to abolish the law as to blasphemy was recently debated in the House of Commons, both by adherents and opposers in a reasonable and conciliatory manner. In his classical judgment in *R.* v. *Ramsay and Foot* (1883), 55 L.T., 733, COLERIDGE, L.C.J., in effect, laid down that honest denial of the truth of the Christian religion was not blasphemous, but the offence was committed by a wilful intention to pervert, insult, and mislead others by means of licentious and contumelious abuse applied to sacred subjects. See also *R.* v. *Gott* (1922), 16 Cr. Ap. Rep. 87. The law as laid down is open to the criticism that the educated man, who has command of delicate and poisoned irony, like VOLTAIRE, can freely pour ridicule and contempt on the Christian faith, while the uneducated man, honestly expressing the same opinions in the coarser and blunter language, which alone he possesses, is open

to punishment. This, of course, offends against the well-developed English sense of justice. It may be noted that, were Sir FREDERICK's suggestion to be adopted, it would also cover such cases as *Wise* v. *Dunning* [1902] 1 K.B. 167, in which a Protestant pastor, at Liverpool, where religious faction runs high, used gestures and language highly insulting to Roman Catholics. The Indian law is, of course, chiefly directed to prevent religious riots between Hindus and Mohammedans, and is therefore carefully framed to be impartial. It would certainly cover coarse abuse of Christianity, uttered in the presence of those who deemed its doctrines sacred, and if it also covered, for example, coarse abuse of the Jewish faith, uttered in the presence of devout Jews, it would be a law more in the spirit of the time than those now in force.

Protecting Poor Persons Procedure.

AN INTERESTING and maybe an important matter came before LORD MERRIVALE on the 3rd inst. (*Pink* v. *Pink*, 74 SOL. J. 123), when solicitors, nominated by The Law Society to act for a husband petitioner, sought the discharge of the order admitting him to sue as a poor person. It appeared that, subsequent to the filing of the petition, letters, written by the petitioner several years ago and which incited the respondent to commit adultery, were brought to the attention of the solicitors. Thereupon the Poor Persons Committee, on the matter being brought to their notice, thought it was improper to continue the case. Application was made to the Registrar, who was in doubt as to the matter, and the matter thus came before the judge. LORD MERRIVALE, in saying that the letters in question incited the respondent to set up an adulterous intercourse, went on to hold that the Poor Persons Rules were intended for straightforward cases of straightforward people, and ordered discharge of the poor persons certificate, and discharged the solicitors from the proceedings. Apparently the application was the first of its kind to be made, and it is comforting to think that solicitors will, if necessary, take steps to bring cases of the kind in question before the court, and that judges will exercise their power under the Poor Persons Rules to discharge a certificate. While no one would deny the need for the poor persons system, or that in most cases it does remedy what would otherwise be great hardship, there is still always the danger—as those who have much to do with the system know—that certain persons will endeavour to take advantage of it. The President could not have used a more apt—and we hope more effective—phrase than when he said: "Poor Persons Rules are intended for straightforward cases of straightforward people."

Treasure-Trove.

WHARTON'S LAW LEXICON, at page 863, defines *Treasure-trove* as: "Money or coin, gold, silver, plate or bullion found hidden in the earth or other private place, the owner thereof being unknown or unfound, in which case it belongs to the Crown." An interesting and informative paper on the subject of the law and practice of treasure-trove was recently read by Dr. G. F. HILL before the Society of Antiquarians of London. Dr. HILL referred to the law as being in a vague and unsatisfactory state. Under existing conditions it is the duty of the police to see that treasure-trove is reported by the finder and delivered to the right quarter, after which the coroner's inquest is held to "inquire of treasure that is found, who were the finders and who is suspected thereof." The treasure, after the coroner has given his decision, and if the Crown's right to it has been determined, is sent to the Treasury and thence to the British Museum which has taken over the administration, accounting periodically to the Treasury. Any objects deemed worthy of a position in the national collection are retained by and their value charged to the British Museum. The Royal Mint, local museums and the owner of the land on which the objects are found are permitted to acquire specimens on the same terms. If the original finder of the treasure-trove immediately and fully reports the discovery and hands over the objects to the proper authority, such of them as are not required by the museums or interested persons are returned to him, and they can, if he so desires, all be sold on his behalf. Twenty per cent. of the value of the objects returned was, until recently, claimed by the Treasury, but that claim has now been abandoned in cases where the finder has promptly disclosed his find and handed it over. A person who found treasure-trove and concealed it was guilty of a common law misdemeanour and liable to a fine and imprisonment with hard labour. The last case, apparently, of that nature, said Dr. HILL, was in 1867. One can easily imagine three outstanding reasons why there has been no prosecution for more than sixty years. Very little of importance may have been found, or what has been found has been honestly handed over to the authorities, or, lastly, and perhaps the most probable, what has been found has been retained by the finder either from ignorance or greed. Admitting that the law on the matter is unsatisfactory, it is still somewhat surprising how many people are uncertain of their position in the happy event of a discovery of treasure-trove. It must certainly be extremely difficult, however, when a goodly horde is uncovered, to present it to the Crown, and the gift would undoubtedly be accompanied by feelings akin to paying income tax. There seems to be something in human nature which demands that what chance has thrown in our way, without injuring others, we should keep, and probably the equity of that doctrine may ultimately assist in further regularising the law which at present seems unnecessarily complicated.

Frozen Meat Trade and the Law.

SO INVETERATE is the practice of the English people to celebrate notable events in the orthodox fashion of dining together that DOUGLAS JERROLD declared that when the final collapse of the world occurred a party of Englishmen would be found gathered together in a corner of the ruins celebrating the cataclysm by a dinner. There was, however, a singular appropriateness in the celebration in this fashion the other evening of the jubilee of the inauguration of the frozen meat trade, which from very modest beginnings has developed into almost gigantic proportions. About it there is not lacking a touch of romance, particularly in the early struggles to overcome the difficulties in the way of the transport of the meat in good condition for long distances. It is here that we find a link between the trade and the law. For the meat to be carried safely and in prime condition, refrigerating machinery had of necessity to be installed on the vessels chartered for the purpose, and the question early arose as to the extent of the obligation imposed upon shipowners in this respect. Was a ship seaworthy whose refrigerating machinery was unequal to the task imposed upon it? This question was elaborately discussed in *Cargo per Maori King* v. *Hughes* [1895], 2 Q.B. 550, and there it was held that where the contract is for the carriage of frozen meat in a ship fitted with refrigerating machinery, there is an implied warranty that the ship and the refrigerating machinery are fit to receive and carry the frozen meat safely on the agreed voyage. At first sight this seemed to be a strained extension of the term "seaworthy," but it was obviously necessary so to construe the expression as to include not merely the ship as a navigating, but also as a cargo-carrying, vessel. Numerous other cases relating to mishaps in the carriage of frozen meat have come before the courts, notably in the protracted litigation between the Nelson Line and Nelsons & Sons Limited, arising out of what one of the law reporters described as "an agreement which was so ill thought out and ill expressed in self-contradictory sentences that it was impossible to feel sure what the parties intended to stipulate."

Criminal Law and Police Court Practice.

A Very Silly Law.—Persistent criminals are a nuisance and a danger to the community, against which society is bound to protect itself. It may be necessary to shut up habitual thieves for long periods, and even, if they seem quite hopeless, for an indefinite time.

That proposition, however, is far removed from a view that it is right or politic to adopt a hard and fast, inelastic standard of criminality upon which there must follow inexorably sentences of the utmost severity.

It is difficult to imagine who are the people in America who succeed in imposing upon the rest such a very silly statute as the one under which a young woman, said to be addicted to drugs, has just been sentenced to imprisonment for life for shoplifting, because of a law which says that upon a fourth conviction the judge is bound to pass a life sentence.

Two third offenders were sentenced to only three months' imprisonment, as if to emphasise the utter folly of the statute which deprives a judge of all discretion to exercise mercy whatever might be the mitigating circumstances.

Of course, Americans as a whole are aghast, and doubtless some means will be found of ameliorating this wholly inequitable sentence. Probably, too, the case will bring the absurd Baumes Law to an end. The astonishing thing is that in these enlightened days, and in a peculiarly idealistic country, there should have been responsible persons found to suggest that compulsory severity bordering on savagery was the proper way to diminish crime.

Offences and offenders can never be entirely standardised, and there must always be room for some discretion on the part of the judge if the law is to be administered so as to command popular approval. Laws that are too severe defeat their own ends. As Montesquieu wrote: "The excessive severity of laws hinders their execution: when the punishment surpasses all measure, the public will frequently out of humanity prefer impunity to it."

Police and Legal Aid.—The chairman of a country bench recently expressed surprise that a solicitor should b e engaged by the police to prosecute in two cases of alleged dangerous driving which were not in his opinion bad cases. The natural reply was made that motorists were so often defended, at the expense of insurance companies, by counsel or solicitor, that the prosecuting authorities felt it desirable to be represented also. It has often been said that many offenders who would wish to admit offences such as dangerous driving, are constrained to put up a strenuous defence at the instance of an insurance company that has a considerable contingent liability in the matter. Even public protests have been made in court. It is difficult, however, to see how this can be prevented. The most that can be done is to see that the police court is not used to widen the scope of the inquiry beyond its proper limits with a view to scoring points for use in civil proceedings. In thus regulating the proceedings a competent advocate for the prosecution can be of considerable assistance. What is, of course, to be deprecated is any encouragement of the impression that a person who is legally defended is so sure to prevail against an unrepresented prosecutor, police or otherwise, that the prosecution must always seek legal aid directly it appears that the defence is represented. Such an idea implies that the bench is not capable of sufficiently safeguarding the interests of unrepresented parties or of resisting the persuasion of an advocate whether he be right or wrong. We do not take seriously (probably it was not uttered seriously) the suggestion made in the same court by a police officer that when costs were not given against a defendant and the cost fell on the county, the police suffered, as the money was deducted from the Police Pension Fund. The Police Pension Fund, as such, was abolished by s. 22 of the Police Pensions Act, 1921; and even if, as may be the case, the Police Fund loses something on paper, the police are hardly likely to suffer actually for want of the award of costs.

Ugly Advertisement Hoardings.

In *The Times* recently there has been correspondence of a controversial nature dealing with, as described by one contributor, the huge and unsightly advertisement hoardings which disfigure our countryside, and a plea is made for some power to prohibit their erection. Emphatic protests in this connexion have repeatedly been made by societies and people interested in the preservation of our rural amenities, but it is well to remember that there are two sides to the question, and that the authorities should move carefully before restricting the exercise of property rights. Moreover, the financial aspect of the matter—rating and income tax—must, in view of the enormous number of hoardings in existence, be a matter of no small consideration to the authorities concerned. "Theoretically," says Bishop, in "Advertising and the Law," at p. 184, "there is no reason why an action for nuisance . . . should not be brought against a man who plasters the walls of his house with advertisements to the annoyance of his neighbours; but in practice such an action would have but a small chance of success." Locality must, of course, be considered, and what might injuriously affect the quiet charm of the countryside and evoke a veritable storm of protest, might possibly pass unnoticed in the less delightful atmosphere of an advertisement plastered city. As was said by Romer, J., in *Our Boys' Clothing Co., Ltd.* v. *Holborn Viaduct Land Co., Ltd.* (1896), 12 T.L.R. 344, most advertisements might be truly described as big, ugly, obtrusive, and vulgar, but, added his lordship, the neighbourhood in that case was a purely business one and was not of such a character as to entitle people to object to an ordinary business being carried on in an ordinary way, which, in that case involved the erection of a huge hoarding advertising a forthcoming sale. In another case *Nussey* v. *The Provincial Billposting Co. and Edison* (63 Sol. J. 418; [1909] 1 Ch. 734) a hoarding 156 feet long and 15 feet high, which was erected by a lessee from one of the purchasers of a plot of land sold as part of a building estate, was held by the Court of Appeal to be a "building" and its erection a breach of a covenant not to erect "any building for the carrying on of any noisy, noisome, offensive or dangerous trade or calling." The court held that a billposting trade was carried on which was offensive to the owners of the adjoining properties. There are, of course, numerous enactments regulating the nature and position of advertisements subject to bye-laws of local authorities. The Advertisements Regulation Act, 1925, s. 1 (1) extends the powers of a local authority, under the principal Act of 1907 to make bye-laws for regulating restricting or preventing within their district the exhibition of advertisements so as to disfigure or injuriously affect, *inter alia*, the view of rural scenery from a highway or railway, or from any public place or water. By the principal Act the local authority is authorised but not compelled to make such bye-laws—any local authority *may* make bye-laws—and it is undoubtedly something in the nature of an amendment enacting compulsion in this respect that is desired by *The Times* correspondent. Possibly the rates payable in respect of land utilised for advertisement purposes prove a deterrent to a local authority drastically restricting the erection of offensive and undesirable hoardings, or probably the chief difficulty in contesting them lies in securing personal interest and concerted action. To this worthy end a number of societies exist, for, in truth, the appalling desecration of the hitherto unspoiled beauty of our countryside is too great a price to pay for some of the benefits conferred by our highly commercialised civilisation. In Sir Hilton Young's Bill, which is now before Parliament and which is entitled a Bill "to provide for the better preservation of Rural Amenities and Objects of National Interest," it is provided, *inter alia*, that proceedings to restrain the continued exhibition of any advertisement or advertisement hoarding prejudicial to rural amanities may be taken in the county court, which may order the removal of the same. There has also recently been held at Westminster

Hall an exhibition of photographs collected by the Council for the Preservation of Rural England with a view to illustrating the stage matters have reached in the disfigurement of the countryside, and in the matter of advertisement posters attention is drawn to the unnecessary offence caused by their disorderly arrangement, and to the pleasant contrast offered by an Empire Marketing hoarding.

Partnerships and Arbitration.

A CLAUSE referring all disputes and differences between the parties to arbitration is a very usual but by no means a universal form in partnership articles, but a case which recently came before one of the Chancery courts, and which does not call for any full report, affords a useful illustration of the danger, difficulties and delays which may attend the insertion of such a clause. The facts are instructive, and are calculated to make any conveyancer think twice before putting in an arbitration clause as common form, without express instructions to do so. Two solicitors in 1926 entered into an agreement which they described as a "partnership" agreement, and contained an arbitration clause, but which was in fact entirely lacking in the essential element of partnership—the carrying on of a business in common for the purposes of profit. One of the parties carried on business in the City and desired a more central office near the Law Courts, and this was the real motive of the agreement. Each "partner" continued to carry on his own separate business, and the only things that were shared in common, and those not equally, were expenses: the rent, the cost of the clerks, and other overhead expenses. There was no division of profits, and in fact the arrangement was no more a partnership than that under which barristers share a clerk and a set of chambers in common. The "partnership" was for two years, but before that period expired disputes arose between the parties, one of whom commenced an action for dissolution with the usual accounts and inquiries. The defendant promptly moved for and obtained a stay of proceedings. The parties having signed a submission to arbitration, the case was referred to a solicitor to determine all matters in dispute. After the arbitration had dragged on for thirteen days the defendant suddenly raised the point, for the first time, that the agreement did not create any partnership. The plaintiff then took out a summons asking the court to order the arbitrator to state a case raising the point of law. This the learned judge who heard the summons refused to do, but he suggested that the arbitrator might make his award in the form of a special case, as the question whether there was a partnership or not was beyond his jurisdiction to decide. The arbitrator then made his award in the form of a special case under s. 7 of the Arbitration Act, but he came to the extraordinary conclusion that whether or not there was a partnership between the parties exactly the same sum of money was due on the accounts from the defendant to the plaintiff. This award dissatisfied everybody, and the defendant then moved to set it aside, but the application failed. The matter now came before the court on the special case, which raised two points of law: (1) whether on the true construction of the agreement there was a partnership created between the parties; (2) whether the respondent was, or was not, in the circumstances estopped from alleging that there was no partnership. The learned judge decided, without much difficulty, that no partnership was created, although both parties intended to become partners, and considered that they had done so. On the second point he held that the plaintiff, having been seriously prejudiced by the attitude of the defendant, was estopped from denying that there was a partnership, and accounts must therefore be taken on that basis. And there the matter rests for the present. The dispute would have been decided by the court on an originating summons referred to chambers for accounts in a short time at much less expense and without any vexation, had there been no agreement to refer disputes to arbitration.

Dominion Legislation.

WHEN the Imperial Conference of 1926 declared that the United Kingdom and the Dominions "are autonomous communities within the British Empire, equal in status, in no way subordinate to one another in any aspect of their domestic or external affairs, though united by a common allegiance to the Crown, and freely associated as members of the British Commonwealth of Nations," its members foresaw that many existing administrative, legislative and judicial forms would have to be materially altered; and they recommended the setting up of a committee to examine and report upon questions connected with the operation of Dominion legislation, and a sub-conference to deal with the law of merchant shipping. The two bodies were later organised as one, and its report has been published.*

The subjects dealt with fall under four heads:—

Disallowance and reservation;
Extra-territorial operation of Dominion legislation;
Colonial Laws Validity Act, 1865;
Merchant shipping legislation.

The power of disallowance means the right of the Crown, exercised on the advice of Ministers in this country, to annul an Act passed by a Dominion or Colonial Legislature. The right has fallen into abeyance, so far as the Dominions are concerned. The present constitutional position is that it can never be exercised. Those Dominions which possess the power of amending their own constitutions can, and no doubt will, abolish it, and the British Parliament will, of course, abolish it for the others, if asked.

There is one saving recommended, for the Colonial Stock Act, 1900. It is right that the terms upon which loans should be admitted to the British trustee list should be under the control of the British Government, and one of the conditions at present imposed by the Treasury is that a Dominion government shall place on record an expression of its opinion that any Dominion legislation which appears to the Government of the United Kingdom to alter any of the provisions affecting the Dominion stock to the injury of the stockholder, or to involve a departure from the original contract in regard to the stock, would properly be disallowed. Here the Dominion government is at liberty to accept or reject the condition in any particular case, and no constitutional inferiority is involved in a bargain made *ad hoc*.

Reservation is the withholding of assent by a Governor to a Bill duly passed by the competent legislature, pending the learning of the King's pleasure. It stands in the same position as disallowance and will be abolished by like methods.

The law upon the extra-territorial effect of Dominion legislation is obscure and confused. The Conference recommends a comprehensive enactment in a British Act of Parliament as follows:—

"It is hereby declared and enacted that the Parliament of a Dominion has full power to make laws having extra-territorial operation." It is added that such laws should provide for the "customary extra-territorial immunities with regard to internal discipline enjoyed by the armed forces of one Government when present in the territory of another Government with the consent of the latter."

The Colonial Laws Validity Act, 1865, was passed to ease a position in which Colonial legislation was being invalidated by the Colonial Courts on the ground of repugnancy to the law of England, a process then being carried very far in South Australia. The Act conferred upon Colonial legislatures the power of making laws though repugnant to English Common Law, but declared that a Colonial law repugnant to the provisions of an Act of the Parliament of the United Kingdom which extended to the colony, should be void to the extent of such repugnancy.

The Conference recommends the repeal of the Colonial Laws Validity Act, and, to avoid any suggestion that the old

* Cmd. 3479, H.M. Stationery Office. 9d.

Common Law doctrine is revived by the repeal, an express statutory enactment to the contrary.

It is recommended that future Acts of the home Parliament passed with the consent of a Dominion, should recite this consent.

It is further recognised that the laws relative to the Royal succession, and to the Royal style and title, concern all the members of the British Commonwealth of Nations alike, and that a constitutional convention exists by which those laws can be changed only by the will of all. This convention, it is recommended, should be formally set forth as a recital or preamble to the Act of Parliament of the United Kingdom to be passed to carry the Conference's recommendations into effect.

Apart from this, the removal of all restrictions upon the legislative powers of the Dominion Parliaments is recommended. Each Dominion is left to consider the appropriate method of doing this. A proviso is recommended to safeguard the right of the separate States in the two federations of Canada and Australia; and another to leave untouched the position as to the amendment of the constitutions of those two Dominions and of New Zealand until each of the three considers whether, and in what form, the full power of alteration should be given.

Smaller, though highly important matters, such as limitations upon State legislation, and the law of nationality, are left for further consultation between Governments.

Merchant shipping law is a difficult and complex subject. The principal recommendations of the Conference are:—

Agreed uniform minimum qualifications for ownership;

Uniform standard of safety;

Uniform treatment of all British ocean going ships;

Full power for each Dominion to deal with its own coasting trade;

The extra-territorial operation of legislation to be confined to ships registered in that part only where the law is passed.

The law of the country of registration to follow the ship;

Validity of certificates of competence and service throughout the Commonwealth.

Upon the mutual enforcement of law the Conference speaks with diffidence, and "thinks" that "with regard to ordinary crimes committed on board ship the remedy will be to provide some workable scheme based upon reciprocal agreement and legislation enacted by each part of the Commonwealth, whereby the system which operates at present under the Fugitive Offenders Act, 1881, may be continued." There will be difficulty in producing a scheme which will not make evasion of justice easy.

Recommendations are also made as to the jurisdiction of Admiralty Courts, and here, too, the power of the Dominions is to be unfettered.

So far the Conference has been engaged in cutting legal bonds which have become frayed and idle. But many thoughtful men, including that great political thinker General Smuts, are getting concerned as to what is to be left to hold the Empire together. The suggestion for a "tribunal for the determination of disputes" is perhaps the most important part of the report of the Conference. The proposed constitution of the court is obviously modelled on that of the Permanent Court of International Justice. The examination of the proposal "by all the Governments" is matter of urgency. There is a determined effort by one Dominion to oust the Privy Council, and this may develop as an attempt to take justiciable issues between itself and the United Kingdom before the International Court. The success of that effort would mark the dissolution of union. The continued existence of the British Empire can be secured by its maintenance as a specially close league of nations within the larger League. When inter-imperial issues fall to be decided by foreign judges the smaller league will be dissolved into the larger one.

From a recent statement in Dublin it appears that the Irish Free State would support the establishment of an inter-Dominion Court, to deal exclusively with disputes between members of the British Commonwealth. If this is so, the golden moment must not be lost.

Street Trading.

"We do what we please so long as we do not interfere with the traffic *and all it implies*," is the refrain of one of Kipling's stories. It might well become the burden of the costermongers' swansong. For street trading is being drastically regulated.

Early in the field were West Ham and the Metropolitan Borough of Bermondsey. The Street Trading Act, 1926, secured by the latter, provided for the licensing of street traders and their strict regulation. Its provisions were generalised in the London County Council (General Powers) Act of the next year, with the addition of certain safeguards for the street trader.

Northern Ireland followed with its Street Trading (Regulation) Act of 1929, applying to all urban and semi-urban districts, and now other parts of outer London are following the County of London, by importing into local Acts, such as the Hendon Urban District Council Act of last year (see Part VII thereof), provisions taken from the London County provisions. The next step will probably be an adoptive Act available for the whole country.

So rapidly nowadays does interpretation follow upon legislation that there is already a small crop of legal decisions. We may briefly note some of them here.

In *Clifton* v. *Holborn Borough Council*, 1929, *The Times*, 20th July, it was held that the licensing authority was not required, or entitled, to grant a licence to cover Sunday trading, which is forbidden by statute, and it was said *obiter* that a refusal for any other day of the week on sufficient grounds might be upheld.

R. v. *Lewisham Corporation, ex parte Jackson*, 1929, *The Times*, 11th April, raised the question whether a series of refusals, which, taken together, effected a street clearance, was assailable in law. The ground of appeal was ill-chosen and a rule *nisi* to the borough council to hear and determine was refused. The point was again raised at the Thames Police Court, over the historic street market in Whitechapel. The costermongers won before the police magistrate; only to be defeated on appeal to the London Sessions. Here again the case might have been better argued for the street traders. The elaborate procedure for street clearance, after consideration by a government department and possibly a public enquiry, was, in both instances, short circuited by using a section of the Act aimed at individuals only.

In *Westminster Corporation* v. *Armstrong*, 1929, 68 L.J. (N) 106, the local authority suffered defeat in an attempt to levy a charge for "removal of refuse and other services rendered." It was held that "other services" must be *ejusdem generis* with removal of refuse in and that a general rate on street vendors for administrative purposes could not be upheld.

A practice which has led to some embarrassment in "market streets" in London, is that of supplying electric light to stalls by detachable wires communicating with premises near by. The practice has been sanctioned by implication in No. 4 of the draft bye-laws for Hendon, published in the *London Gazette* of the 28th January last. It does not seem to "interfere with the traffic and all it implies," and will probably be sanctified by custom.

Company Law and Practice.

XVII.

On the dissolution of a company it sometimes happens, either that some property of the company is overlooked, or that some particular asset is looked upon as being valueless, and is ignored. Dissolution ought not to take place until all the assets of the company have been disposed of: in a winding-up by the court, the dissolution order is to be made when the affairs of the company have been completely wound up (Companies Act, 1929, s. 221); while in a members' or creditors' winding up, the dissolution should follow (*inter alia*) on the affairs of the company being fully wound up (*ibid.*, ss. 236 and 245): a distinction which appears to be without a difference. Nevertheless, experience has shown that, for one reason or another, this does not always happen in practice, and the ownership of property to which, immediately before its dissolution, a company was entitled, has had to be decided by the courts on more than one occasion.

In the past, the destination of the property of a dissolved corporation has been open to some doubt, though certain clear rules could be deduced from the decisions on the point. Thus, it has been clear that real property and chattels real to which the company was, before its dissolution, beneficially entitled, would revert to the grantor; the effect in the case of leaseholds being, of course, an acceleration of the reversion. There are two recent decisions which make this proposition clear: *Hastings Corporation* v. *Letton* [1908] 1 K.B. 378, and *Re Woking Urban District Council* (*Basingstoke Canal*) *Act*, 1911 [1914] 1 Ch. 300. In the first case, the question arose on the liability of sureties to pay the rent under a lease which had been vested in a dissolved company; and a Divisional Court, composed of Darling and Phillimore, JJ., held that the liability of the sureties had determined, because the term had come to an end. Darling, J., quoted with approval a passage from Blackstone's Commentaries, which compares a grant of lands or tenements to a corporation to a grant for the life of the corporation, which *may* endure for ever; but when, says Blackstone, that life is determined by the dissolution of the body politic, the grantor takes it back by reversion, as in the case of every other grant for life. "I cannot see," adds Darling, J., "that when this company was dissolved there were any *bona vacantia* to vest in the Crown. The term determined and the land reverted to the grantor of the lease; the lease merged in his reversion, and he has his whole estate again."

In the *Woking Case*, *supra*, the liquidator of a canal company, with the sanction of the judge, sold, or purported to sell, the canal, including freeholds, to a purchaser. A conveyance was executed in favour of the purporting purchaser, and some four years later the court made an order dissolving the canal company. The Court of Appeal, when the matter came before them, many more than twenty years after the conveyance, held that nothing passed by the conveyance because the canal company had no power to assign its undertaking, and so the conveyance purported to pass property without which the statutory undertaking cound not be carried on. Accordingly the conveyance was *ultra vires* the company, and on its dissolution the freeholds, of which it had never divested itself, had reverted to the original grantor. As a matter of fact, in this particular case, this was of no benefit to the original grantor, because the Statute of Limitations had barred his right of entry; no doubt the original grantor or his successors in title had been quite unaware of this purported sale by the liquidator, and of the dissolution, and even if they had been aware of it, would probably have treated it as being a valid transaction, particularly as it had been made with the sanction of the judge.

Certainly there is a great deal to be said for the point of view that, on general principles of fairness, there is no reason why the original grantor should benefit; it is not easy to believe that a person selling freeholds to a corporation would be likely to accept a lower price because of the possibility that they might revert to him in a certain rather remote contingency. In the *Woking Case* the successors in title of the purchaser acquired a good title as against the original grantor by the operation of the statute, and justice was more or less done, but this did not affect the decision that there was reverter to the grantor. The approval of the Court of Appeal was given to the decision in *Hastings Corporation* v. *Letton*, *supra*, and the position on this point was no longer to be doubted.

But this state of affairs was not entirely consistent when considered in relation to pure personalty (the position of which will be considered later); further, there were still doubts existing in the case of pure personalty, and it was accordingly decided (on the recommendation of the Greene Committee) to make all property which had belonged to a dissolved company immediately before its dissolution, other than property which it had held on trust, *bona vacantia*. This has been accomplished by s. 296 of the Companies Act, 1929, which must be more fully considered at a later state; but the effect of it is to render no longer applicable to post-Act cases the decisions above referred to of *Hastings Corporation* v. *Letton* and the *Woking Case*, and to make obsolete as regards companies under the Companies Acts (though not as regards other corporations) the statements made in Co. Litt. and Blackstone as to the effect of the dissolution of a corporation on the grant of lands to it, which were quoted with approval by Cozens Hardy, M.R. in the *Woking Case*.

(*To be continued.*)

A Conveyancer's Diary.

Limitation of Implied Grants under L.P.A., s. 62.

The question sometimes arises between a vendor and purchaser as to what, if any, words the vendor may be entitled to have inserted in the conveyance limiting the operation of s. 62 of the L.P.A., 1925.

Thus, a vendor sells part of a parcel of land and retains part. There is no mention in the contract of any rights of way or easements or quasi-easements enjoyed with the property sold. It transpires that the vendor has been in the habit of using a pathway over the part retained as a means of access to the part sold. In that state of facts there seems to be no doubt that, apart from anything to the contrary contained in the conveyance, the purchaser would be entitled to a right of way over the pathway under s. 62 (1), the material words of which are as follows:—

> "A conveyance of land shall be deemed to include and shall by virtue of this Act operate to convey with the land all . . . ways, waters, watercourses, liberties, privileges, easements, rights and advantages whatsoever appertaining or reputed to appertain to the land or any part thereof or at the time of the conveyance demised, occupied or enjoyed with or reputed or known as part or parcel of or appurtenant to the land or any part thereof."

Now this section applies only to conveyances, not to contracts, and its purpose is merely to shorten the form of conveyances by implying words which a purchaser would otherwise be entitled to have expressly inserted. The section is not intended to give and does not give a purchaser any further right under the contract than he would have had independently of it.

Consequently, the question which really arises in such cases is what general words would the purchaser, under his contract, have the right to insert in the conveyance if there were no s. 62 (1)? If the words implied by that section go beyond what the purchaser would have been so entitled to, the vendor can insist on the conveyance containing words limiting the operation of the section.

The general principle upon which the courts proceed in enforcing contracts is that, in the absence of a contrary intention, the vendor is presumed to have contracted to sell with the land everything that is apparently part of or used in connection with it, and is reasonably necessary for its enjoyment. Whether appurtenances are mentioned in the agreement or not the purchaser is entitled to have included in his conveyance all such rights or easements as are legally appendant or appurtenant thereto. He is also entitled to a grant of such ways, advantages, etc. (*quasi-easements*), which the vendor has used in connexion with the property sold over other land of his own as are apparent and reasonably necessary for the enjoyment of that property.

If the implied words under s. 62 (1) of the L.P.A. would give the purchaser more than that, the vendor may insist upon the effect of the section being limited by the insertion of a qualifying proviso in the conveyance. (See *Bolton* v. *Bolton* (1879), 11 Ch. D. 968; *Barkshire* v. *Grubb* (1881), 18 Ch. D. 616; *Re Peck and London School Board* [1893] 2 Ch. 315; *Re Hughes and Ashley's Contract* [1900] 2 Ch. 595.)

The question was before the court in *Clark* v. *Barnes* [1929] 2 Ch. 365. In that case the facts were that the plaintiff conveyed certain land to the defendant. Over adjoining land of the plaintiff there was a track which had been used by the plaintiff or his predecessors in title in connexion with and as a means of access to the land conveyed to the defendants. There was no mention of this track in the defendant's conveyance nor any proviso limiting or qualifying the effect of s. 62 (1) of the L.P.A. The plaintiff brought an action against the defendant claiming a declaration that the defendant was not entitled to a right of way over the track in question and further claimed that the conveyance might be rectified by the express exclusion of any implied right of way which might arise under the statute.

LUXMOORE, J., held that the right to use the track was, at the time of the conveyance, reputed to be enjoyed with the land conveyed and that the conveyance carried with it such right for the purposes for which it had been theretofore enjoyed.

The learned judge, however, came to the conclusion, on the evidence, that neither of the parties had intended any such right of way to be included in the sale, and that if the point had been raised before the conveyance had been executed and the court had been asked to determine what the form of the conveyance would be, a limitation excluding the operation of s. 62 (1), so far as the way in question was concerned, would have been inserted. The plaintiff was therefore held entitled to rectification, the learned judge holding that there had been a mutual mistake between the parties on the terms in which the conveyance had been executed.

Another recent case which may be referred to is *Borman* v. *Griffith* [1929] W.N. 255. In that case the plaintiff was tenant of property under an agreement for a lease for seven years. Over adjoining property which belonged to the plaintiff's landlord at the date of the agreement, there was a carriage drive leading to the defendant's land and apparently then used in connexion therewith. The property over which the carriage drive ran was afterwards leased to the defendant, who refused to allow the plaintiff the use of it. The plaintiff claimed to be entitled to a right of way over the drive by virtue of his contract, and the operation of s. 62 of the L.P.A., 1925, or alternatively, on the ground that the drive was a way of necessity.

The first point there was, of course, whether the plaintiff's agreement was a conveyance to which s. 62 (1) of the L.P.A. applied. It was contended that the contract was an "assurance of property or of an interest therein" within s. 205 (1) (ii), and therefore a conveyance. If that had been so the result would have been rather curious. The contract was dated in 1923, and was not a conveyance under the Conveyancing Act, 1881, because it was not under seal, but s. 62 of the L.P.A. is retrospective, and if the contract were a conveyance under that section, the effect would be to enlarge the rights of the plaintiff to the detriment of the defendant. MAUGHAM, J., held, however, that the contract was not "an assurance of property or of an interest therein," and consequently s. 62 did not apply.

The case is interesting for the present purpose, because the learned judge considered the question of what easements and rights not mentioned in the contract a purchaser would be entitled to have conveyed to him, or would be entitled to under an implied grant, apart from statute.

The learned judge, in the course of his judgment, said that the principle to be applied was that when in the case of two properties about to be granted, a plainly visible road existed over the one for the apparent use of the other, and that road was necessary for the reasonable enjoyment of the property, a right to use the road would pass with the quasi-dominant tenement, unless by the terms of the contract that right were excluded. The plaintiff succeeded in the action, the learned judge holding that the carriage drive was apparent and reasonably necessary for the enjoyment of his property.

It often happens in practice that the operation of s. 62 (1) goes beyond what the parties contemplated when the contract was entered into, and the point is one which should be borne in mind when settling a conveyance on behalf of the vendor.

Landlord and Tenant Notebook.

Consent to Assign. Meaning of "Responsible and Respectable."

The covenant prohibiting assignment or sub-letting without the consent of the landlord is usually qualified by a provision to the effect that consent will not be withheld unreasonably, and/or in the case of a respectable and responsible person. Since the coming into force of the Landlord and Tenant Act, 1927, the proviso is surplusage. The statute, it is true, makes no express reference to a respectable and responsible person, but this is presumably because the respectability and responsibility of the proposed alienee are essential factors when the question of reasonableness arises. Ample support can be found for this proposition in the judgments of the Court of Appeal in *Houlder Bros. & Co.* v. *Gibbs* [1925] Ch. 575. The court was, in fact, dealing with a qualification both as to "unreasonably" and "a respectable and responsible person"; but while it was not disputed that the candidate was respectable and responsible, the judgments clearly indicate the view that there are two kinds of grounds on which refusal can reasonably be based, and these must have reference either to the effect of the proposed alienation on the user and occupation of the demised premises, *or* to the personality of the proposed alienee. Consequently, the character of an assignee or sub-tenant may be one of the issues raised whenever a question of reasonable refusal arises, i.e., whenever the covenant is qualified by a provision for consent.

The meanings of the word "person," and of the two epithets (as they were called), were discussed in *Willmott* v. *London Road Car Co.* (1910), 54 SOL. J. 73, C.A., in which the first point taken was that a corporation was not a person. A decision of the High Court containing authority to that effect had rightly been followed in the court below; but the Court of Appeal, referring to Coke's Institutes and Blackstone's Commentaries, had no difficulty in coming to the conclusion that both natural and artificial persons were contemplated.

No point was raised as to the significance of the word "responsible"; in this and other cases it has been generally agreed that the term denotes financial stability. But the argument that a company, being impersonal, was incapable of being respectable led to observations which will be of use generally. (That a corporation has some limitations, namely, that it cannot "reside," was demonstrated in *Jenkins* v. *Price* (1908), 52 SOL. J., 43, C.A.).

The Master of the Rolls declined to restrict the meaning of the word to the sphere of morality, and, holding that it was the equivalent of "reputable," said that it referred to the way in which business was conducted. Fletcher Moulton, L.J., also took the view that it pointed to behaviour, primarily in carrying on business, but probably also in the whole of one's external relations. Roughly speaking, then, the landlord is entitled to consider (1) whether, and (2) how, the proposed sub-tenant or assignee is likely to have and obtain funds.

The question whether a company could be respectable was not raised in the earlier case of *Ideal Films Renting Co.* v. *Nielsen* [1921] 1 Ch. 575, presumably because the original grantees were themselves a limited company. In that case the court held that a reconstruction scheme, involving assignment to a new company doing substantially the same business, did not give rise to a reasonable apprehension as to solvency. The question whether the new company was in fact respectable does not appear to have been argued, though evidence was adduced as to the character of the films it produced.

A point on which practitioners could wish for more guidance is that of the burden of proof. Generally speaking, the tenant is as interested in the matter as the landlord, has made enquiries, and is willing and anxious to submit the results. But when this is not the case (e.g., when an assignee desires to assign), the point may arise, is it for the tenant to show that the intended alienee is respectable and responsible, or for the landlord to show the reverse? In *Douglas* v. *Deroy* (1895), 39 Sol. J. 484, it was said, somewhat cryptically, that the onus was neither entirely on the one nor entirely on the other. That was an action for specific performance by an intending assignee, who had submitted favourable references which did not, however, satisfy the landlord; the plaintiff did not enter the box, and the court held that, all things considered (there was no relief against forfeiture for breach of the covenant then), it was not a case for specific performance. In an action for specific performance by a tenant against a proposed sub-tenant whose character was not in issue, Romer, J., said, *obiter*: "If you (the plaintiffs) satisfy the court that the proposed tenant is, etc. . . the landlord cannot raise any objection" (*White* v. *Hay* (1895) 72 L.T. 281). In *Ideal Films Renting Co.* v. *Nielsen*, *supra*, there was an express covenant by the landlord, not merely a qualification of the tenants' covenant, but the judgment reads as if it were for the defendant to justify his refusal. A tenant whose application had at first been met with a point blank refusal, which was, however, followed by an intimation that references would be taken up, has been refused costs on issuing a writ before the landlord had had time to reconsider his decision (*Shanly* v. *Ward* (1913), 29 T.L.R. 714, C.A.). So perhaps the true position is that the onus is on the tenant, but is easily shifted.

Our County Court Letter.

STRANGER'S LIABILITY FOR WORKMEN'S COMPENSATION.

In *Walden* v. *Goodchild*, recently heard at Braintree County Court, the plaintiff was a haulier, and the defendant was the owner of a gravel pit, at which an accident had happened to one of the plaintiff's carters. The carter, having loaded up gravel, had left his horse and cart on the road, while he went in search of the foreman of the pit. A violent storm of wind and rain then caused the carter to take shelter in the pit, into which a motor lorry was afterwards backed, for the purpose of loading gravel. The operation was being carried out by means of tip-trucks, and one of the latter (after being emptied) was blown over and fell upon the carter's leg, which had to be amputated. The plaintiff, as the carter's employer, therefore claimed an indemnity from the defendant, as the owner of the gravel pit, but liability was disputed on the grounds that (1) the carter, having performed the duty upon which he had been sent, had become a trespasser by remaining in the pit merely to shelter, (2) the violence of the storm caused the latter to be an Act of God. His honour Judge Chetwynd Leech upheld the contentions for the defendant, and the claim accordingly failed.

The Workmen's Compensation Act, 1925, s. 30 (2), provides in effect that, if the workman has recovered compensation, the person by whom the same was paid shall be entitled to be indemnified by the person who would have been liable to pay damages, if the workman had elected to sue on a separate cause of action. This does not confer upon the workman, however, any rights which did not already exist, and the stranger, therefore, has the same defences in the action for indemnity as he would have had against the workman. Absence of *scienter*, for example, was successfully pleaded in *Hines* v. *Towsley* (1926), 19 B.W.C.C. 216, in which a waitress was knocked down by a dog owned by a neighbour of the employer. The latter admitted liability for £1 a week during incapacity, but joined the owner of the dog as a third party. The County Court judge at Lambeth held that the dog should have been kept under control, and, as the waitress would have had a right of action against the owner, the latter was liable to indemnify the respondent employer. It was held, however, by the Court of Appeal (Lords Justices Bankes and Scrutton and the present Lord Atkin) that there was no evidence either of negligence or breach of duty by the owner of the dog, and that the claim to indemnity therefore failed.

A case on the other side of the line from the first-named, *supra*, was *Dickson* v. *J. A. Scott Limited* (1914), 30 T.L.R. 256, in which the plaintiff had paid £130 as compensation to one of his workmen, who had been injured while working on the premises of the defendants. The latter contended that the plaintiff's employee had been on their premises without their knowledge, and had also been guilty of contributory negligence in falling into a cellar, but the jury found that the hatchway was not protected, and judgment was therefore given for the plaintiff. The defendants appealed on the ground that the accident had occurred during the dinner hour, and, as the workmen should then have been off the premises, he was a trespasser at the time. Lord Reading, L.C.J., laid down that, if an occupier allowed a man to enter premises to do work in which the occupier was interested, and the man was unacquainted with the existence of a hatchway (which could not be seen in the darkness), the occupier was bound either to give reasonable notice of the danger, or to fence the hatchway and render it harmless. As there was a trap on the premises, and the defendants had failed in their obligation to protect the injured workman, the appeal failed. Lords Justices Buckley and Phillimore (as they then were) concurred.

It was held in *Thompson* v. *North-Eastern Marine Engineering Company Limited* [1903] 1 K.B. 428, that "proceedings" are not a condition precedent to an indemnity, and that compensation is "recovered" even though it be paid under an agreement. In that event, however, as the third party had no chance of interposing, he can raise the defences that (*a*) the injury was not due to his fault, (*b*) the compensation was in excess of that allowed by the Act, (*c*) the employer was not liable, and (*d*) the amount was unreasonable.

CIVIL SERVICE PENSIONS.

The Court of Appeal on the 19th inst., dismissed an appeal by four plaintiffs, former civil servants, in a test action brought against the Attorney-General claiming a declaration that a minute of the Treasury of 20th March, 1922, which relates to the calculation of pensions payable to civil servants, was null and void so far as it altered the basis of calculation provided by the Superannuation Acts, 1859 to 1909. The court held that the plaintiffs had no legal right, as they claimed, to pensions, and that all questions relating to them were to be decided by the Treasury and not by a court of law.

Practice Notes.

LIABILITY FOR SCHOOL FEES.

THE above subject has been considered in two recent cases. In *Morris* v. *Aldridge*, at Evesham County Court, the plaintiff claimed £2 1s. 3d., being (*a*) £1 15s. as one term's fees in lieu of notice that the defendant's son was leaving, (*b*) 6s. 3d. for books and stationery supplied to the pupil, which was admitted. The plaintiff's prospectus stipulated for a term's notice of leaving, but the pupil (having been four years at the school) intimated at the end of the last summer term that he was not returning, although no verbal or written notice had been given. The defendant's case was that (1) he had not received a prospectus, (2) his wife had told the plaintiff, at the end of the Easter term, that if their son did not improve he would have to be taken away, (3) the boy's progress had not been satisfactory, and (4) the defendant had fulfilled his obligations. His Honour Judge Roope Reeve, K.C., held that the plaintiff's terms were reasonable, and that the defendant should have enquired about a prospectus. The intimation that, if something did not happen, the pupil would be removed, did not amount to notice, and judgment was therefore given for the plaintiff for the amount claimed.

In *Harvey* v. *Menghi*, in the High Court, the plaintiff claimed £105, being a term's fees for each of the defendant's two sons. The terms in the plaintiff's prospectus were fifty guineas a term, payable in advance, and a term's notice of leaving was necessary, each pupil being therefore required to stay a minimum of two terms. In April, 1929, the plaintiff had agreed to prepare the elder boy for Stoneyhurst as expeditiously as possible, but when the pupil left, at the end of the summer term, there was no suggestion that he would not return. The plaintiff had also been asked to take the younger boy for the autumn term, but he had never gone to the school. The defendant's case was his elder son had proved sufficiently qualified to be accepted for Stoneyhurst in September, but Mr. Justice Charles held that the agreement had been for the boy to remain at the plaintiff's school until Christmas. There was no agreement with regard to the younger boy, however, and judgment was given for £52 10s. plus an admitted item of £32, a total of £84 10s. Compare a "Practice Note" under the above title in our issue of the 30th March, 1929, and also "Implied Terms of Boarding School Contracts" in our issue of the 22nd June, 1929.

CONDITIONS ON EXCURSION TICKET.

AN interesting point was raised in the case of *Rogers* v. *L.M. & S. Railway Co.* (74 SOL. J. 123). The plaintiff was injured at a station of the company's owing to a board falling on her leg while she was in the booking hall. It was not known how the board came to fall. The plaintiff was the holder of a cheap day ticket on which was printed the condition that "neither the holder nor any other person shall have any right of action against the company or any other railway company or persons owning, working, or using any railway or premises (whether jointly with the company or otherwise), upon which such tickets may be available in respect of injury." Of this condition the plaintiff apparently had had notice. The actual position where the plaintiff was injured was a doorway which led to an incline, one portion of which led to the platform and the other portion to the way out. The County Court judge held that the actual place of the accident was not premises on which the ticket was available or was being used for part of the journey, and that the conditions did not apply to an accident in such a place, in which the plaintiff was in the position of an ordinary invitee. He therefore gave judgment for the plaintiff. The Court of Appeal, however, did not concur in this view, holding that each place along the whole of the way from the ticket office to the train constituted premises on which the ticket was available or was being used, and, therefore, there was no evidence on which the judge could come to the finding which he did. This view is certainly the more logical.

Reviews.

Progetto Preliminare di un Nuovo Codice di Procedura Penale. (Volume VIII; Lavori Preparatori del Codice Penale e del Codice di Procedura Penale.) With Commentary. By GUARDASIGILLI ON. ALFREDO ROCCO. 1929. Rome: Ministero della Giustigia e degli Affari di Culto; Tipografia delle Mantellate. pp. 462. 30 lire.

The present Italian Penal Code, which was instituted in 1913, contains from the Fascist point of view many grave defects, not the least of which is that it leaves too many loopholes for evasion on technical grounds by forensic ingenuity. The new Government, therefore, lost no time in organising the preparation of a new code of law and of procedure, and the present work is the result of several years' intense study of procedure by one of the most able criminal lawyers of the country. Though it represents an enormous amount of labour, it is not by any means definitive, and is published with an invitation to all qualified persons to aid the author by their constructive criticism. It consists of a draft code of procedure, in itself complete, preceded by a discussion in which the draughtsman, under the heads of the sections of the code, compares his suggestions with the rules in existence, and gives his reasons for the changes he recommends. These reasons are almost more informative than the projected new penal code itself, for the way in which law is administered in practice must always be of greater importance than the law itself as stated in an enactment. The rules of criminal procedure in this country represent a consolidation of the experience of generations of administrators of criminal justice and are the expression of an idea which has been—and is—so slow in its evolution that its growth has been almost imperceptible. The code projected by Guardasigilli Rocco, though based upon preceding and existing codes, is in essence the expression of a new and highly dynamic idea hardly to be distinguished from a religious conviction. He announces in his preface that his "Project" embodies the fundamental principles of the spiritual revolution created by the present political régime, "In the Fascist view," he says later in the Commentary, "the rights of the individual subsist only in so far as he observes the duties correlated with them."

The work is not easy reading, as the underlying idea must be following through a multiplicity of ramifications, but the language is clear and forceful, much more so than that of many English text-books, and the intense interest of the writer in his subject—it is almost permissible to say in his mission—is an ever-active stimulus.

Books Received.

The Law and Practice under the Companies Acts, containing the Statutes and the Rules, Orders and Forms to Regulate Proceedings. The Right Hon. Lord WRENBURY, P.C., M.A., one of the Lords Justices of His Majesty's Court of Appeal in England. Eleventh Edition. By W. GORDON BROWN, B.A., LL.B., R. J. T. GIBSON, M.A., LL.M., and The Hon. D. B. BUCKLEY, B.A., of Lincoln's Inn, Barristers-at-Law. 1930. Royal 8vo. pp. lxxxvii, 976 and (Index) cxxi. London: Stevens & Sons, Ltd. £2 12s. 6d. net.

Company Law for Commercial Students and Business Men. Including the full text of the Companies Act, 1929, the Companies Clauses Acts, 1845 to 1889. ALBERT CREW, Barrister-at-Law. Third (revised) edition by THE AUTHOR and W. H. G. COOK, LL.D., Barrister-at-Law. 1930. Large crown 8vo. pp. xxiv, 359, and (Index) 39. London: Butterworth & Co. (Publishers), Ltd. 7s. 6d. net.

Tax Cases. Reported under the direction of the Board of Inland Revenue. Vol. XIV. Part V, pp. 319-393; Part VI, pp. 395-467; Part VII, pp. 469-542. 1929. H.M. Stationery Office. 1s. (each) net.

International Survey of Legal Decisions on Labour Law. 1928. Royal 8vo. pp. 276. International Labour Office, 12, Victoria-street, London, S.W.1. 8s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Purchase of Trust Property by Trustee.

Q. 1842. A testatrix died leaving (*inter alia*) a house which, along with the remainder of the estate, was devised to the executors and trustees upon trust for sale and the proceeds to be divided equally among her children, of whom there were seven. Two of these children were executors and trustees. Two of the beneficiaries, of whom one is an executor and trustee, have agreed to buy the aforementioned house, and so the rules against a trustee buying trust property will come into force. Will the following procedure overcome this difficulty? The executors execute an assent vesting the house in the beneficiaries as tenants in common, then the first four named in the assent convey the property as trustees for sale to the two beneficiaries. If this is insufficient, would you be good enough to outline the correct procedure?

A. The suggested procedure is satisfactory, provided, of course, that the purchasers are not amongst the first four named in the assent, but will involve the payment of stamp duty on the whole value of the house. A trustee for sale may buy the interest of his beneficiaries in the trust property if (*a*) he gives a fair price; (*b*) makes full disclosure of all relevant facts; and (*c*) the beneficiary is separately advised in respect of the transaction. The two purchasers may (provided these conditions are satisfied) buy the equitable interests of the other five children and then have the legal estate conveyed (not by way of assent) to themselves as absolutely entitled in equity. Unless the value of the house is large we doubt if these alternative suggestions would result in a saving. Even if the conveyance of the legal estate is included in the same deed as the assignment of the five equitable interests, 10s. stamp duty is payable in respect thereof additional to the *ad valorem* stamp on the equitable interests assigned.

Partnership—Dissolution—Assurance to Continuing Partner.

Q. 1843. A, B and C entered into a partnership agreement as grocers, and subsequently purchased a shop, which was conveyed to them "as joint tenants upon trust to sell the same and to hold the proceeds of sale upon trust to dispose of such proceeds as assets of the partnership and in accordance with the rights of the partners therein." The conveyance also embodied an agreement that it should be lawful for the partners (which was the expression used to indicate the purchasers), or after any one or more of them should have ceased to be a partner, for the surviving or continuing partner or partners to appoint a new trustee or new trustees of the purchase deed, and in particular to appoint such new trustee in the place of any trustee who should not at the time of such appointment be a partner in the firm as if he were dead. It was further provided that any person dealing with the partners or any of them as such trustees for sale or money's worth might assume that all transactions not authorised by any statutory power had been duly authorised by the persons beneficially interested. Immediately following such conveyance, all the partners executed a mortgage of the shop in favour of the X building society, in the usual form embodying the customary provisions relating to building society mortgages. Some months after the creation of the partnership, a deed of covenants was executed by all the parties, whereby C declared that he was desirous of being discharged from the trusts of the above-mentioned conveyance and from all and any trusts affecting the partnership, and A and B consented to the discharge of C from the said trusts and to the vesting in themselves of the investments and property then subject to the trusts of the conveyance or belonging to the original partnership. This deed also contained an indemnity by A and B in favour of C, against all liabilities on the part of the latter in respect of the above-mentioned mortgage. B has now intimated to A (who already holds the preponderant share in the capital) his desire to retire, and A is willing for the partnership to be dissolved and to take over all the assets and accept responsibility for all the liabilities on terms mutually agreed, and the question now arises as to the *best and cheapest form in which the retirement of B and the vesting of all the property in A shall be carried out*, with due regard to: (*a*) Reducing the stamp duties to a minimum; (*b*) Simplicity of form and obviating the necessity for relying on trusts which are no longer required.

[Presumably the form of the conveyance would enable A, as the surviving partner, to appoint a new trustee or two new trustees in the place of B and C respectively, but this would only continue a technical trust, which is no longer necessary, as C has already retired from the partnership, and it is presumably unnecessary for him to be made a party to any conveyance or assignment made by A and B in favour of A, but he is still available and would be quite willing to join in any deed which would simplify the title and obviate reference to the deed of covenants made on his withdrawal, and which already carries a stamp of £6 (which would presumably be taken into consideration in connexion with the duty on the conveyance or deed which will now be necessary).]

References to authorities would be much appreciated.

A. We do not think the deed of covenant can be kept off the title as it affected the legal estate. We suggest a deed to which A and B, C and A are parties, reciting: (1) The conveyance to A, B and C; (2) the retirement from the trust of C effected by the deed of covenant; (3) that the partnership formerly subsisting between A, B and C has been dissolved, and that on the dissolution thereof it was agreed that the equity of redemption should become the absolute property of A and be conveyed to him accordingly, and in fee simple, free of all trusts affecting the same. A and B will turn at the request of A, and with the privity of A, B and C convey to A in fee simple, free of the trusts for sale (stamp 10s., to be adjudicated). Further duty will be payable on the deed of dissolution as between A and B (and C if the partnership so far as he was concerned was not dissolved by the deed of covenant). No purchasers from A would require to go behind the conveyance suggested, because the estoppel raised by the recitals against B and C. For the purposes of this reply we assume that all the transactions are post-1925. We do not think that our reply calls for any authorities.

Will—Absolute Gift—Gifts Over—Effect—Inconsistent Clauses—Construction.

Q. 1844. A recently died leaving a wife but no children, and by his will, after appointing B and C executors, proceeded: "I give and devise all my money also all household effects to my wife D. I give to my nephew M gold watch and guard portrait and gun. My clothes, boots and rings to be shared out by my wife D as she thinks fit. At my wife's death or re-marriage I give to my niece O brooches and ear-rings. All moneys, household effects and everything my wife possess is to be equally shared between my nephew M, my niece O, and my wife's sister. Pay £1 each and expenses to my executors for their services." The estate consisted of money

in a Co-operative Society, insurance money and a club death allowance. The gross estate is £230. No real estate. Did the wife D take all the personal estate absolutely, in which case the subsequent bequests are of no effect, or did she take a life interest only? Your opinion as to the meaning of the will will be esteemed.

A. This is a difficult will to construe. We express the opinion that upon the construction of the will, as a whole, the absolute interest given in the first instance to the wife, is cut down to a life interest—and the gifts over are valid (Tudor's "Leading Cases on Real Property, etc.," 4th ed., p. 519, and cases there cited). That the expression "household effects" does not usually include "jewellery"; it apparently does so here. Such inconsistencies as the gift of the watch and portrait prevail as being in a latter clause. A brief deed of family arrangement seems indicated.

Landlord and Tenant—Benefit of Rent, etc., Running with Reversion.

Q. 1845. A purchased a block of freehold property. Part is in hand and other parts are let to tenants on short tenancies, and there are some agreements relating to easements with adjoining owners. A wishes to let the whole of the block for a term of years to B at an inclusive rent. If the properties including any now let are *demised* by A to B "subject to and with the benefit of the existing tenancies and also to any agreements relating to easements," will B be in a position to recover rent from and give notices to the existing tenants as if he were landlord? If not, how can this best be done? Does s. 141 of the L.P.A., 1925, cover a case of this kind?

A. If the demise is for a term exceeding the tenancies s. 141 applies. Lease in the section includes agreement for a lease: *Blane* v. *Francis* [1917] 1 K.B. 252.

The lessee will, however, have no right to arrears of rent unless these are separately assigned as debts: *Staveley* v. *Alcock* (1851), 16 Q.B.D. 636.

Legacy Payable by Instalments.

Q. 1846. A legacy is given to XY of £100 "to be paid to him by weekly instalments of £1 each until the said sum of £100 has been paid, and I direct that if the said XY shall die before having received the said sum of £100 or any part thereof, the said sum of £100 or the residue thereof shall be paid to his son and two daughters in equal shares absolutely." As the only limitation to XY, who is *sui juris*, is one of time of payment, can he insist on immediate payment of the whole of the legacy to him?

A. In our opinion XY cannot call for his £100 legacy to be paid immediately.

The only grounds that we can find from the authorities for the opposite contention are that (1) there is an absolute gift of the £100, followed by a repugnant direction, or (2) that there is an absolute gift followed by a limitation which is invalid, illusory, or fails for some reason. In these cases the legatee takes an absolute gift and the subsequent directions or limitations are disregarded.

In our view, if there is nothing else material in the will beyond the words given in the question, the legacy does not come within either (1) or (2) above. We think the direction as to payment and limitation over to the children is all part and parcel of the gift, and that it is not an absolute gift to XY.

We have referred to "Theobald on Wills," 8th ed., pp. 545-547 ("Subsequent Restrictions") and pp. 710-714 ("Repugnance"), and also "Hays & Jarman's Forms of Wills," 15th ed., pp. 336-8, and to some of the cases there quoted.

These show that the distinctions drawn can be very fine, but we lean to the view expressed above. In any case, it is clear that there would be danger to the executors in paying XY in full now, because if he died within 152 weeks of the testator (the executors' year plus 100 weeks), they might be sued by the children. They should therefore not pay unless they are entirely protected by an indemnity to be given them by XY.

Correspondence.

"Landlord and Tenant Notebook."

Sir,—In your "Landlord and Tenant Notebook" appearing in your Journal of the 8th instant you raise the question whether a tenant is obliged to accept a new lease under the Act, if ordered by the tribunal.

Have you not overlooked s. 5 (10) of the Act?

It seems to me that the court would have power to compel the tenant to take the lease settled by the tribunal.

If you had not overlooked the above provision it would be interesting to have your reasons for raising the point.

London, E.C.2. Donald H. Skelton.
13th February.

[I am obliged to your correspondent for drawing my attention to s. 5 (10). It would appear that according to that sub-section the tenant could be compelled to accept a new lease, although he was not agreeable to the terms and conditions of the lease.—Your Contributor.]

Defaulting Solicitors.

Sir,—The objections to the proposals now being considered by The Law Society are (*a*) the publicity to the subject when Parliamentary sanction is being obtained, with its natural tendency to stamp the profession, by its own admission, as a dishonest body of men, and (*b*) the increase of the already high overhead office charges by the additional subscription to The Law Society to pay for the premium on the fidelity policy.

These objections, however, can no doubt be overcome, and with that in view I venture to put forward the following suggestion:—

> We are, I think, the only profession who are forced to pay an annual tax to the State for the right to carry on our business, and I see no reason why The Law Society, with the support and backing of the whole profession behind it, could not induce the Government to reduce this tax on our annual certificates.
>
> This reduction could be used by The Law Society to form an indemnity fund to meet possible defalcations, and the profession would have the advantage of not having to increase their overhead charges by an additional subscription.

London, E.C.4. R. B. Sparkes.
19th February.

Estate Agents' Commission.

Sir,—We shall be glad if any of your readers could give us information as to the validity of charges set forth in the scale of charges revised and dated April, 1929, of the Auctioneers and Estate Agents' Institute, 29, Lincoln's Inn-fields.

A client of ours recently sold a baker's shop for £450, held by a lease at a rack rent of £140. The agent charged 5 per cent. on £450 (£22 10s.) and 10 per cent. on £140 (£14), making £36 10s. together, and returned £8 10s. out of a deposit of £45. The scale provides for:—

> "(*a*) Lettings. In case of leases requiring the lessee to undertake the repair of the demised premises the commission shall be 10 per cent. on one year's rent, whatever the term.
>
> "(*b*) Disposal of leasehold property:—
>
> "On disposing of all leases (other than ground leases) by assignment or otherwise:
>
> "On the rent the same commission as for a letting.
>
> *And in addition:*
>
> "In either of the above cases (*a*) and (*b*) upon the premium and any consideration which is equivalent thereto a commission of 5 per cent. up to £1,000."

If this scale is enforceable without having first been brought to the knowledge of the client, and agreed to, it is time that some publicity should be given to what most people would regard as a grossly excessive charge.

London, S.E. Subscribers.
12th February.

Notes of Cases.

High Court—King's Bench Division.

Brown *v.* **St. Phalle, Limited.** Rowlatt, J. 28th January.

CONTRACT—STOCKS AND SHARES—DEALING IN DIFFERENCES—WHETHER GAMBLING TRANSACTIONS.

In this action Constantine Albert Brown sued Saint Phalle, Limited, for the return of sums totalling £1,200 which he said he had lost in transactions with the defendants in the following circumstances. The defendants, the plaintiff alleged, had in their office an indicator showing the fluctuation of sensitive stocks. He paid £594 as a deposit and was allowed to deal in stocks. After winning £200 on his first deal, he began to lose. It was never suggested to him that he should take up the stocks or become a shareholder in any company. He pleaded that the transactions were gaming transactions and that the money was not recoverable. The defendants alleged that the transactions represented real commercial dealings; they were agents for the plaintiff and the differences became payable by them.

ROWLATT, J., giving judgment for the defendants, said that the plaintiff had not made out his case that his deposit was paid in respect of betting transactions. The defendants were not to be the principals in the matter at all; they had an establishment which appeared to be calculated to encourage and facilitate speculation or gambling in stocks, but that did not assist the case in any way, and did not add to the legal features of the case. Judgment for the defendants, with costs.

COUNSEL: *Serjeant Sullivan*, K.C., and *Harold Simmons*, for the plaintiff; *Sir Walter Schwabe*, K.C., and *Humfrey Edmunds*, for the defendants.

SOLICITORS: *C. S. Tomlinson; S. Attenborough & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Slade *v.* **Sinclair & Wilcox Limited.**

Charles, J. 29th January.

CONTRACT—MOTOR-CAR—INNOCENT ILLEGAL SALE—PURCHASER'S LIABILITY TO TRUE OWNER—ACTION AGAINST SELLERS.

In this action the plaintiff, Albert Slade, claimed from the defendants, Sinclair & Wilcox Limited, damages for breach of contract in relation to the sale of a motor-car. On the 22nd September, 1928, the defendants verbally agreed to sell to the plaintiff an Essex coach for £120, and the money was in fact paid by and the motor-car delivered on the 6th October, 1928. On the 28th December, 1928, one Saunders wrote to the plaintiff that he was the true owner of the car, and he claimed delivery up of it from the plaintiff. The plaintiff sent that letter to the defendants, who requested him to take no steps in the matter with a view to a settlement between Saunders and themselves. The defendants, the plaintiff alleged, failed to settle the matter, and on the 8th March, 1929, Saunders issued a writ against him claiming delivery of the car. The plaintiff compromised that action which was stayed upon a consent order of the 7th May, 1929, and whereby the plaintiff delivered up the car to Saunders and paid the taxed costs of the action. The plaintiff now said that at the time of the agreement and sale the defendants had no lawful right or title to sell the car, and he claimed damages. The defendants, in their defence, admitted that they had no lawful title to the car at the date of the sale, but said that they had acted in good faith, believing at the time of the sale that they had acquired a good title. The main question was whether the amount of the taxed costs incurred by the plaintiff in the stayed action could be included in the damages he was now entitled to recover, or whether he was disentitled to those costs by reason of his having acted unreasonably in defending the action brought by Saunders.

CHARLES, J., thought that in the circumstances the difficulties of the position had really been initiated and continued, by the defendants themselves, and he did not think that the plaintiff was unreasonable in what he did. In the result there would be judgment for the plaintiff for £178 15s. 10d., being as to £120 the price paid for the car, as to £24 2s. 6d. the taxed costs of the action by Saunders, as to £30 3s. 4d. his own costs in the action and another small sum.

COUNSEL: *Robert E. Gerthing*, for the plaintiff; *H. D. Samuels*, for the defendants.

SOLICITORS: *F. Hugh Munby; William Charles Crocker.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Easter *v.* **Marvin.** Wright, J. 31st January.

CONTRACT—SHIPPING—GRIDIRON BERTH—VESSEL STRAINED—BERTH OWNER'S LIABILITY.

In this action the plaintiff, the owner of a motor yacht, instructed a firm at Cowes on the 11th September, 1928, to make certain alterations to the vessel's propeller with a view to increasing her speed, and for that purpose to hire the defendant's gridiron. The yacht was berthed on the gridiron on the 12th September, and the plaintiff alleged that she was seriously strained, because the gridiron was in a bad condition, and because his vessel was so negligently placed on it that a part of her amidships was unsupported. He now claimed £188 17s. 10d., alleging that there had been a breach of an implied warranty that the gridiron was a fit and proper berth. The defendant pleaded that the plaintiff's yacht, a wooden one, was forty-five years old, and that her structure had been weakened by conversion from a steam-yacht into a motor-yacht, and that any strain was due to her age and weakness. The defendant further said that the yacht was berthed stern first at the plaintiff's request and risk.

WRIGHT, J., said that the yacht was an old vessel, and the conversion from steam to motor might have weakened her. The obligation of a berth owner was only to take reasonable care that the berth was safe, or to warn intending users that it was not. On the evidence he was of opinion that the berth in question was not defective. Judgment for the defendant, with costs.

COUNSEL: *Clement Davies*, K.C., and *Harry Atkins*, for the plaintiff; *Digby*, K.C. and *H. Stranger*, for the defendant.

SOLICITORS: *W. & W. Stocken; Godfrey Warr, Clarkson and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Hamilton *v.* **Bennett.**

Scrutton and Slesser, L.JJ. (sitting as King's Bench Division Judges). 11th February.

CONTRACT — FLYING LESSONS — INFANT — WHETHER FOR BENEFIT.

This was an appeal from a decision of the Wandsworth County Court judge, who held that the plaintiff, Hubert Stirling Hamilton, was not entitled to recover £34 6s. 8d. as the balance he alleged was due to him from the defendant, Gordon William Brabant Bennett, in respect of fees for flying instruction given to the defendant by the Henderson Flying School, Ltd. The plaintiff claimed as assignee of the alleged debt. At the time when he arranged for the flying lessons, which was done without the knowledge of his parents, the defendant was an infant, being nineteen years old, and the county court judge was of opinion that the lessons were not necessaries and not for his benefit, and the plaintiff's claim failed. The plaintiff now appealed.

SCRUTTON, L.J., said that the question was one of fact, and there was ample evidence on which the county court judge could find that the contract was not for the infant's benefit, and the appeal would be dismissed, with costs.

SLESSER, L.J., concurred.

COUNSEL: *Godfrey Phillips and M. D. Van Oss*, for the appellant; *N. R. Fox-Andrews*, for the respondent.

SOLICITORS: *Richard Brooks & Son; Capron & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rogers *v.* **L.M. & S. Railway Co.**

Scrutton and Romer, L.JJ. (sitting as King's Bench Division Judges). 14th February.

RAILWAY—INJURY TO PASSENGER—EXCURSION TICKET—EXEMPTION FROM LIABILITY.

Appeal from a decision of the judge of the Birkenhead County Court.

In this action the plaintiff, Sarah Rogers, after she had taken an excursion ticket to Chester at Bebington Station, on the defendants' railway, on the 9th December, 1928, was injured by a board belonging to the defendants, which was about a yard beyond the ticket window, falling on her leg. The plaintiff was actually injured in a doorway which led to an incline, one part of which led to the platform, and the other to the way out. The defendants relied, *inter alia*, on a special condition attaching to excursion tickets which deprived the holder of the right to bring an action against the defendants in respect of injury. The County Court judge held that the actual place of the accident was not premises on which the ticket was being used for the purposes of the journey, and therefore the special condition did not apply, and the plaintiff was entitled to recover as an ordinary invitee to the defendants' booking hall. He gave judgment for £100 damages. The defendants now appealed.

SCRUTTON, L.J., was of opinion that each place along the whole of the way from the ticket office to the train constituted premises on which the ticket was available or was being used. There was no evidence on which the judge was justified in holding as he did, and the appeal would be allowed, with costs.

COUNSEL: *J. E. Singleton*, K.C., and *Fraser Harrison*, for the appellants; *F. A. Sellers*, for the respondent.

SOLICITORS: *Alexander Eddy; Percy Hughes and Roberts*, Birkenhead.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Pink *v.* **Pink and Rapson.**

Lord Merrivale, P. 3rd February.

DIVORCE—POOR PERSONS PROCEDURE—HUSBAND'S PETITION FOR DISSOLUTION—DISCLOSURE OF SCANDALOUS LETTERS OF A COLLUSIVE NATURE—APPLICATION BY SOLICITORS TO BE RELIEVED FROM FURTHER CONDUCT OF THE CASE—*Locus standi* OF CO-RESPONDENT—DISCHARGE OF POOR PERSONS CERTIFICATE.

Summons adjourned into court. This was an application by the solicitors, nominated by the Poor Persons Committee of The Law Society, asking for the discharge of the order admitting the petitioner to sue as a poor person. Counsel for the petitioner's solicitors said that since the petition had been filed on behalf of the husband petitioner certain letters of a collusive and scandalous character had been brought to their notice, which, it was submitted, entitled them to ask the court to relieve them from the duty of conducting the case. Counsel for the co-respondent sought to be heard, but was refused, on the ground that he had no *locus standi*.

LORD MERRIVALE, P., in granting the application, said that the letters between husband and wife which had been disclosed were of such a character that the petitioner's solicitors thought it necessary to submit them to the Poor Persons Committee. The latter took the view that there were facts disclosed in the letters which, unless displaced or accounted for, made it improper to continue the case. The application had been made to the Senior Registrar, who, being in doubt as to the procedure in such a matter, had referred it to the court. Notice had been served on the petitioner that the application would be heard and he had written that he would be unable to attend owing to his employment. He further had written that he and his wife had lived together since the facts mentioned in the letters and said that there had been condonation, but that after the condonation there had been adultery on which the charge in the petition was based. (That charge was not before the court.) The petitioner's letters invited the respondent to set up an adulterous intercourse, if not with one person, then with another. The Poor Persons Rules were intended for the straightforward cases of straightforward people. The present was not such a case, the petitioner not having disclaimed or disproved the letters. The Poor Persons Certificate issued to the petitioner would therefore be discharged.

COUNSEL: *J. Wyatt*, for the applicant; *Laurence Vine*, for the co-respondent.

SOLICITORS: *Light & Fulton; Amery, Parkes & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Davis *v.* **Davis.** Lord Merrivale, P. 4th February.

DIVORCE—COSTS—HUSBAND'S SUIT FOR JUDICIAL SEPARATION—DECREE—APPLICATION TO CONDEMN RESPONDENT IN COSTS—CONDUCT OF RESPONDENT—ORDER TO PAY PORTION OF PETITIONER'S COSTS.

This was an application on behalf of a husband petitioner who had been granted a decree of judicial separation, asking for an order that the respondent should pay the costs of the proceedings out of her separate estate. A note of the hearing of the petition for judicial separation appears in 73 SOL. J. 767. The special grounds of the application appear sufficiently from the judgment.

LORD MERRIVALE, P., in giving judgment said that it was an extraordinary case, which, in its main elements, had few precedents. It was difficult to apply to so extraordinary a case everyday rules provided for the settlement of marital controversies under a system founded on the long experience of the ecclesiastical courts which formerly exercised the jurisdiction. It was not disputed that the wife had separate estate more than sufficient to pay the costs of the litigation several times over, nor that the husband was a man of very narrow means. It seemed next door to impossible that he could pay the substantial sum of costs involved.

It was necessary to see where the liability for the litigation rested in point of blame. He (his Lordship) had found at the trial that the wife had pursued the husband inveterately with gross untrue charges, with the result that it was impossible for them to continue to live together in anything like reasonable security, for the health of the husband had given way under the treatment which he had received from her day by day. After the trial the wife had renewed the charges against her husband in another place, to ruin him, if she could, in his calling as a minister. Those charges remained to be dealt with by the synod of the petitioner's church, and the possibility of his becoming an income earning man had been postponed indefinitely. An order against him to pay the costs of the trial would be to make him a further victim in what the court had held to be unwarranted and monstrous circumstances. The wife had brought the litigation on herself. It had been open to her many times to give an undertaking as to her future conduct, and put an end to the suit. Instead she had spent two or three days in reviling her husband publicly, and had also asked a daughter to support her. The blame rested on the wife, who had means of her own with which to pay costs. As in any event the husband would have incurred some costs, the order of the court would be that the wife should pay £150 of her husband's taxed costs in the suit, and the costs of the present application.

COUNSEL: *Bayford*, K.C., and *P. B. Morle*, for the petitioner; *Cartwright Sharp*, for the respondent.

SOLICITORS: *Messrs. Bristowes; Leslie G. Griffin.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Obituary.

Sir J. LEWIS COWARD, K.C.

Sir John Charles Lewis Coward, M.A., K.C., died on Friday, the 7th inst., at the age of seventy-seven. At one time leader of the Parliamentary Bar, he was for many years a familiar figure in the Committee Rooms. The eldest son of the Rev. John Henry Coward, Rector of St. Peter-le-Poer and a Minor Canon of St. Paul's, he was educated at St. Paul's School, and Corpus Christi College, Cambridge, where he was an Exhibitioner and later Prizeman, and was called by Gray's Inn in 1877, when he entered the chambers of Mr. F. O. Crump, Q.C., and soon acquired a large practice at the Parliamentary Bar. He was Recorder of Folkestone for thirty-five years, receiving the honorary freedom of the borough on resigning in 1921. He was made a Bencher of his Inn in 1891 and treasurer in 1898. He became a member of the Council of Legal Education in 1892, Vice-Chairman in 1920, and was a member of the Incorporated Council of Law Reporting 1898–1921. Sir Lewis took silk in 1901, after which he devoted himself almost entirely to Parliamentary work, was knighted in 1918 and in 1921 was appointed a Railway and Canal Commissioner.

Mr. JAMES FRODSHAM.

A solicitor well known throughout Lancashire, Mr. James Frodsham, of St. Helens (and Prescot) passed away at the age of sixty-three, on Tuesday, the 4th inst., at his residence "Sunnyside," Eccleston Park, after a brief illness, following an operation at the Liverpool Eye and Ear Hospital on the previous Sunday. Articled with a member of the firm of Messrs. Neve, Thompson & Jeevons, Tunbridge Wells, he was admitted in 1893, and soon after commenced practising at St. Helens, where he established an extensive business as a family solicitor. Last year he assumed two of his sons as partners. An early member of the Grange Park Golf Club, he was for some time honorary secretary, and later captain, and rendered valuable services in securing land for the extension of the Golf Links many years ago, in recognition of which he was made an honorary member of the club. He leaves a widow, three sons and two daughters. H.

Mr. C. P. SANGER.

The Chancery Bar has sustained a profound loss in the death of one of its most learned and distinguished members, Mr. Charles Percy Sanger, of 5, New Square, Lincoln's Inn, who died on the 9th inst. He was best known in the legal world as a leading authority on the interpretation of wills, and as the editor of a number of works connected with the subject. Educated at Winchester, he proceeded to Trinity College, Cambridge, and took the Mathematical Tripos, being bracketed second wrangler with Mr. Gilbert H. Hurst. He was called to the Bar at Lincoln's Inn in 1896, and was elected a Fellow of Trinity in 1897. After being a pupil first of the late Mr. Justice Bray, and then of Sir Philip Gregory (for whom he "devilled" for several years), he took chambers at 5, New Square, where he practised until his death. In 1910 he made his first essay in legal editorship when he assisted the late Mr. Charles Sweet in bringing out the sixth edition of "Jarman on Wills." In 1912 he edited a second and greatly needed edition of that small but authoritative work, "Hawkins' Concise Treatise on the Construction of Wills," originally published in 1863. In 1914 he was responsible for the fifth edition of Sir James Wigram's "Extrinsic Evidence in aid of the Interpretation of Wills," and in the same year brought out his own and much used work, "Sanger on Wills and Intestacies." In 1921 he joined with Mr. C. E. Shebbeare in the second edition of "Tyssen's Charitable Trusts." Having taken an active though unadvertised part as a member of various committees engaged in the drafting of the new property statutes of 1925, Mr. Sanger found it necessary, owing to the numerous alterations in the law of testamentary and intestate succession, to edit, in 1925, a third edition of "Hawkins," and a second edition of his own work on wills. His last and most onerous task was the editing alone of the seventh edition of "Jarman on Wills," completed literally on his death-bed, and now in the press. There can be no doubt that his labours on this monumental work helped to shorten his life. He had a considerable practice as a conveyancer, having an exceptional knowledge of both the old and the new law of real property. His genial disposition made him a favourite in the profession, where he will be greatly missed, and where his valuable advice and assistance on any knotty point were always at the service of his fellow practitioners. He left a widow and one daughter.

In Parliament.

House of Commons.

Progress of Bills.

Coalmines Bill.
In Committee. [13th February.

Local Authorities (Enabling) Bill.
Read a Second Time. [14th February.

Mental Treatment Bill [Lords].
Read a Second Time. [17th February.

Railways (Valuation for Rating) Bill.
Read a Second Time. [17th February.

Road Traffic Bill [Lords].
Read a Second Time. [19th February.

London County Council (Charing Cross Bridge) Bill.
Read a Second Time. [19th February.

Societies.

Lincoln's Inn.

On the occasion of the Pegasus Club Ball, Lincoln's Inn Library will be closed on Friday, the 28th inst. Arrangements have been made for members of the Inn to use the Inner Temple and Middle Temple Libraries on that date.

United Law Society.

A meeting of the Society was held on Monday, the 17th inst., Mr. E. Holroyd Pearce in the chair. Mr. R. E. Ball proposed "That in the opinion of this House, the case of *Chapman* v. *Saddler & Co.* [1929] A.C. 584, was wrongly decided." Mr. F. H. Butcher opposed. There also spoke Messrs. Windham (a visitor) and Pearce. The opener having replied, the motion was put before the House, when there voted for the motion three, against six. The motion was therefore lost by three votes.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this association was held at The Law Society's Hall, Chancery Lane, on the 12th inst., Mr. E. F. Dent in the chair. The other directors present being, Sir A. Norman Hill, Bart., Sir E. F. Knapp-Fisher, Sir Reginald Poole and Messrs. F. E. F. Barham, E. R. Cook, T. S. Curtis, A. G. Gibson, O. J. Humbert, C. G. May, H. A. H. Newington, F. L. Steward (Wolverhampton), M. A. Tweedie and Henry White (Winchester).

Eight hundred and thirty-nine pounds was distributed in grants of relief; fifteen new members were elected, and other general business transacted.

CERTIFIED ACCOUNTANTS.

The next examinations of the London Association of Accountants will be held on 3rd, 4th and 5th June, in London, Glasgow, Edinburgh, Newcastle, Birmingham, Belfast, Cork, Dublin, Leeds, Sheffield, Manchester, Liverpool, Cardiff, Bristol, Nottingham, Hull and Plymouth. Women are eligible under the association's regulations to qualify as certified accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Association, 50 Bedford-quare, London, W.C.1.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve of the appointment of Mr. HARRY HERBERT TRUSTED, Barrister-at-Law (Attorney General), to be a member of the Executive Council of the Colony of Cyprus.

Sir WILLIAM FRANCIS KYFFIN TAYLOR, K.C., has been appointed a Member of the Railway and Canal Commission in the place of Sir E. Tyndall Atkinson, K.C., who has resigned. Sir William was called by the Inner Temple in 1879 and took silk in 1895.

Mr. W. GODFREY PHILLIPS, solicitor, has been appointed Clerk to the Stamford Justices. Mr. Phillips was admitted in 1908.

Mr. B. C. ROE, solicitor (Dorchester), Assistant Solicitor in the office of the Clerk of the Peace of the County Council of Dorset, has now been appointed Deputy Clerk of the Peace and of the County Council of Dorset. Mr. Roe was admitted in 1926.

Mr. ARTHUR J. REEVES, solicitor, Deputy Town Clerk of Yarmouth, has been appointed Town Clerk of Peterborough. Mr. Reeves was admitted in 1924.

Mr. D. J. REASON, Assistant Solicitor in the office of the Town Clerk of Greenwich, has been appointed Deputy Town Clerk of Ilford. Mr. Reason was admitted in 1922.

The Lord Chancellor has appointed Mr. ROBERT LEE MOSSE, Solicitor, to be a Master of the Supreme Court of Judicature, Chancery Division. Mr. Mosse was admitted in 1899 and has been a partner in the firm of Messrs. Gibson and Weldon, Solicitors, for over twenty years.

Professional Announcements.

(2s. per line.)

Messrs. PARIS, SMITH & RANDALL, Solicitors and Notaries Public, Castle Lane, Southampton, announce that as from the 1st February, 1930, they have taken into partnership Mr. REGINALD R. J. WILLIAMS, who has been associated with them in the business for over sixteen years. The name of the firm will remain unchanged.

Professional Partnerships Dissolved

THOMAS WILLIAM OAKEY, PERCY WILLIAM OAKEY and ALFRED CYRIL FRENCH, solicitors, Nuneaton and Hinckley (Oakey, Son and French), dissolved by mutual consent as and from 24th January, 1930, so far as concerns A. C. French, who retires from the firm. T. W. Oakey and P. W. Oakey will continue to carry on the business under the style or firm of Oakey and Son.

CHARLES COPLEY SINGLETON and RONALD FRANK LEO GULLIVER, Solicitors, 52, Queen Victoria-street, London, E.C.4, and Lloyds Bank Chambers, 108, High Road, Streatham, S.W. (Copley Singleton & Co.), dissolved by mutual consent as from 30th January, 1930. The business will be carried on under the style or firm name of Copley Singleton, Gulliver and Burrow, by R. F. L. Gulliver and Wilfrid George Burrow as from 1st February, 1930.

WILLIAM SHARP and JOHN LANGSTON MILLAIS BENEST, Solicitors, 11, Arundel Street, Strand, London, dissolved by mutual consent. W. Sharp will continue to carry on business at 11, Arundel Street, and J. L. M. Benest will henceforth practise at 5, Chancery-lane, London, W.C., and at Reigate, Surrey.

ROBERT PEARSON, HUGH WATSON PEARSON, ROBERT TUTE PEARSON and EDMUND STANLEY JONES, solicitors, Malton, Helmsley and Kirbymoorside, all in the County of York (Pearsons & Jones), dissolved as from 31st December, 1929, so far as concerns the said Edmund Stanley Jones, who retires from the firm, and will practise on his own account at Malton.

GEORGE STEPHEN WARD, CYRIL BRAY and WILLIAM EWART LIVERSEDGE, Solicitors, Doncaster, Leeds, South Elmsall, and Conisborough (Ward, Bray & Co.), dissolved by mutual consent as from 31st December, 1929. G. S. Ward and W. E. Liversedge will continue the business at Doncaster and Conisborough under the style or firm of Ward & Co. C. Bray will continue the business at Leeds and South Elmsall under the style or firm of Bray & Co,

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BRITISH CLAIMS AGAINST AUSTRIA.

The Administrator of Austrian Property, under Art. 1 (XIV) of the Treaty of Peace (Austria) Orders, 1920-1921, has now prescribed the 1st March, 1930, as the final date by which proofs by British Nationals of debts due to them by Austrian Nationals, or of pecuniary obligations of the Austrian Government under Art. 248 of the Treaty of St. Germain-en-Lage must be lodged with the Department for the Administration of Austrian Property in order to participate in the distribution of the relevant funds in his hands.

Forms of proof of claim may be obtained on application to the Administrator of Austrian Property, Cornwall House, Stamford-street, London, S.E.1.

PROPOSED REGISTRATION OF ACCOUNTANTS.

The Select Committee of the House of Commons on Local Legislation in their report issued in May last year made a recommendation that the profession of accountancy and auditing should be placed on a unified basis similar to that of other learned professions by the incorporation of a representative body having control over the whole profession and keeping a register in which should be inscribed the names of all fully qualified members of the profession. In the late Autumn the President of the Board of Trade received a deputation representing certain of the Associations of Accountants who made representations to him in favour of an inquiry being held into the matter. The President has now appointed a Departmental Committee to consider and report whether it is desirable to restrict the practice of the profession of accountancy to persons whose names would be inscribed in a register established by law and, if so, to report on the method by which such register should be established and controlled.

The members of the Committee are The Right Hon. Viscount Goschen, G.C.S.I., G.C.I.E., C.B.E. (Chairman), Mr. Harold Bellman, M.B.E., Mr. F. H. E. Branson, Mr. J. Walker Clark, C.B.E., Mr. F. E. Warbreck Howell, Mr. Kenneth Lee, Mr. G. J. Scott, J.P., Mr. John Scurr, M.P., and Mr. J. J. Wills.

The Secretary of the Committee is Mr. F. A. Griffiths, M.C., Board of Trade, Great George-street, S.W.1, to whom all communications on the subject of the Committee should be addressed.

EXCESSIVE PRESCRIBING BY PANEL DOCTORS.

The Ministry of Health has been advised by the London Insurance Committee to impose a fine of £100 on four doctors who share an exceptionally large practice in one of the worst slum areas in London, on the ground that they prescribed excessively for their insured patients in the second quarter of 1928. The charge was investigated by a board of referees, which suggested in its findings that any penalty inflicted should be deterrent, not punitive, in its intention, and the London Insurance Committee has decided that a fine of £100 would not violate that principle. It is stated that an appeal has been lodged with the Ministry by the four doctors, on the plea that the penalty is excessive.

REFRESHMENTS FOR OLD BAILEY JURORS.

The suggestion that a refreshment-room for the use of jurors should be provided in the Sessions House, Old Bailey, was made by a juryman at the Central Criminal Court, on Wednesday last. A juryman in the Recorder's Court complained that on Tuesday all he had during the luncheon hour was a cup of tea, and it took him half an hour to get it. He pointed out that at the old Sessions House there was a buffet, and he suggested that a similar facility for getting refreshments should be provided in the present building. The Recorder (Sir Ernest Wild, K.C.), told the juryman that he would pass the suggestion on to the City Lands Committee.

BETTING BILL IN CEYLON.

The draft of a "Betting on Horseracing Bill" which has now been published, proposes the levying of a tax of 2½ per cent. on all totalisator and book bets made at registered racecourses. It exempts such bets from prosecution and forbids betting by all other means. Opposition is expected on the one hand to the legalisation of taxable bets, and on the other to the removal of the immunity from the gaming laws hitherto enjoyed by clubs, rest-houses and hotels.

SUN LIFE ASSURANCE COMPANY OF CANADA.

The Sun Life Assurance Company of Canada reports large increases as at 31st December, 1929. The new assurances effected amounted to £134,476,262, an increase of over £43,809,000, bringing the total assurances in force to £493,404,870. The premium income was £21,666,326, an increase of £4,566,323 over the previous year. This brings the total income for 1929 up to £36,295,396. The assets show a gain of over £16,282,000, and now amount to £116,753,004. Undivided surplus, including contingency reserve, is £14,960,499, whilst annuity purchase money received amounted to £3,664,676. We are informed that the volume of new assurances issued is the largest in the history of the company.

The 1930 edition of *The Stock Exchange Official Intelligence* will be published on 25th March. The *Official Intelligence* is the only work of its kind that is published by the Stock Exchange.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1	MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
Monday Feb. 24	Mr. Jolly	Mr. More	Mr. Hicks Beach	Mr. More
Tuesday .. 25	Hicks Beach	Ritchie	*Andrews	*Hicks Beach
Wednesday 26	Blaker	Andrews	*More	Andrews
Thursday.. 27	More	Jolly	*Hicks Beach	*More
Friday 28	Ritchie	Hicks Beach	*Andrews	Hicks Beach
Saturday Mar. 1	Andrews	Blaker	More	Andrews

DATE.	MR. JUSTICE BENNETT.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.	MR. JUSTICE FARWELL.
Monday Feb. 24	Mr. Andrews	Mr. *Jolly	Mr. Blaker	Mr. Ritchie
Tuesday .. 25	More	Ritchie	Jolly	*Blaker
Wednesday 26	Hicks Beach	*Blaker	Ritchie	*Jolly
Thursday.. 27	Andrews	Jolly	Blaker	*Ritchie
Friday 28	More	*Ritchie	Jolly	Blaker
Saturday Mar. 1	Hicks Beach	Blaker	Ritchie	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 18th day of April, 1930, and terminate on Tuesday, the 22nd day of April, 1930, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality 'Phones: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (6th February, 1930) 4½% Next London Stock Exchange Settlement Thursday, 6th March, 1930.

	MIDDLE PRICE 19th Feb.	INTEREST YIELD. £ s. d.	YIELD WITH REDEMPTION. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	83¼	4 16 1	—
Consols 2½%	54	4 12 7	—
War Loan 5% 1929-47	101½	4 18 6	—
War Loan 4½% 1925-45	96	4 13 9	4 17 0
War Loan 4% (Tax free) 1929-42	101¾	3 18 8	3 16 6
Funding 4% Loan 1960-1990	87½	4 11 5	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92½	4 6 6	4 8 0
Conversion 4½% Loan 1940-44	96	4 13 9	4 17 6
Conversion 3½% Loan 1961	76	4 12 1	—
Local Loans 3% Stock 1912 or after	62½	4 16 0	—
Bank Stock	249½	4 16 2	—
India 4½% 1950-55	81½	5 10 5	5 17 6
India 3½%	58½	5 19 8	—
India 3%	49½	6 1 3	—
Sudan 4½% 1939-73	92	4 17 10	4 19 0
Sudan 4% 1974	83	4 16 5	4 19 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82½	3 12 9	4 3 3
Colonial Securities.			
Canada 3% 1938	86	3 9 9	4 19 0
Cape of Good Hope 4% 1916-36	94	4 5 1	5 0 0
Cape of Good Hope 3½% 1929-49	81	4 6 5	5 0 0
Commonwealth of Australia 5% 1945-75	90½	5 10 6	5 11 0
Gold Coast 4½% 1956	92	4 17 10	5 1 0
Jamaica 4½% 1951-71	93	4 16 9	4 18 0
Natal 4% 1937	93	4 6 0	5 4 0
New South Wales 4½% 1935-45	83½	5 7 9	6 3 6
New South Wales 5% 1945-65	88½	5 13 0	5 15 0
New Zealand 4½% 1945	92	4 17 10	5 3 6
New Zealand 5% 1946	100	5 0 0	5 0 0
Queensland 5% 1940-60	90	5 11 1	5 13 9
South Africa 5% 1945-75	100	5 0 0	5 0 0
South Australia 5% 1945-75	87½	5 14 3	5 15 6
Tasmania 5% 1945-75	88½	5 13 0	5 14 6
Victoria 5% 1945-75	87½	5 14 3	5 15 6
West Australia 5% 1945-75	87½	5 14 3	5 15 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	101	4 19 0	4 18 6
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	70	4 5 9	4 18 9
Hull 3½% 1925-55	79	4 8 8	4 19 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52	4 16 2	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62	4 16 9	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% 'A' 1963-2003	62½	4 16 0	—
Metropolitan Water Board 3% 'B' 1934-2003	63	4 15 3	—
Middlesex C. C. 3½% 1927-47	82	4 5 4	5 1 0
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	61	4 18 4	—
Stockton 5% 1946-66	99	5 1 0	5 1 6
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79	5 1 3	—
Gt. Western Rly. 5% Rent Charge	96	5 4 2	—
Gt. Western Rly. 5% Preference	92	5 8 8	—
L. & N. E. Rly. 4% Debenture	76	5 5 3	—
L. & N. E. Rly. 4% 1st Guaranteed	73	5 9 7	—
L. & N. E. Rly. 4% 1st Preference	68	5 17 8	—
L. Mid. & Scot. Rly. 4% Debenture	77	5 3 11	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 3	—
L. Mid. & Scot. Rly. 4% Preference	71	5 12 8	—
Southern Railway 4% Debenture	77	5 3 11	—
Southern Railway 5% Guaranteed	96	5 4 2	—
Southern Railway 5% Preference	90	5 11 1	—

YOUNG SOLICITOR with general experience desires post as assistant.—Box 343, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (41), Public School, desires position London or country; experienced in conveyancing, probate and trust work with leading firms; good references; moderate salary; available at short notice.—Box 342, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG SOLICITOR (Honours), widely experienced all branches, including advocacy, desires post as assistant in provinces with view to early partnership. Capital available.—Box 344, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (33), Welsh speaking, now conducting own practice in small provincial town, would consider taking up a salaried appointment in a larger sphere, where a provincial experience of conveyancing and probate work would prove of utility; could arrange to be available at short notice.—Box 195, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR with nearly 20 years' experience in conveyancing, assists busy solicitors in perusing titles, drawing conveyances and other documents, etc., by post.—Box 307, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (26), Public School, admitted October, 1929. Experienced in conveyancing and probate work, desires position as assistant solicitor or clerk in a conveyancing office, preferably in London. Salary by arrangement.—Box 304, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-OFFICER desires post Estate or Farm Manager; 20 years' experience farming all branches and estate management; good knowledge machinery, electric plant, repairs, carpentry, book-keeping and surveying; used to horses; drive car; age 50, married. Excellent testimonials. Dis 319

OLD SHIP MODELS re-conditioned and re-rigged; bone models by French prisoners of war; also East Indiamen frigates and merchant clippers; good testimonials for work already done can be produced. 290

CHARTERED Accountant with good professional, commercial and cost accounting experience requires work. Would under take special investigations and introduction of new systems. Highest references. 9779

EX-OFFICER, elderly, requires post as Supervisor, manager or secretary in establishment connected with bloodstock, hounds, gun and show dogs, greyhounds, etc., shootings and fishings, or would instruct young people in these matters. Nominal salary, with suitable country quarters and board. 11438

TUTOR, three years' ex-service, would coach in Latin, French, Mathematics, etc. Moderate terms 1272

HOTEL Broker, Licensed Property Valuer, gauger and stocktaker, well conversant with the trade, seeks position of trust. Dis. 321

PRACTICES AND PARTNERSHIPS.

YOUNG SOLICITOR (Honours), widely experienced all branches, including advocacy, desires partnership, not London. Exceptional references.—Box 345, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor with growing practice in Central London wishes to meet another solicitor (preferably fairly young) similarly placed, with a view to mutual assistance, expansion, and, if congenial, later amalgamation.—Box 335, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNERSHIP available in old-established Conveyancing Practice, small market town, South Coast. Scope for expansion by suitable vigorous man, public school, articled in provinces, fond of country pursuits; must be thoroughly experienced and capable of undertaking sole charge and advocacy, if necessary. Share producing upwards of £500 will be sold in first instance.—Write fully, Box 300, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—Young Solicitor required to take over small general practice in Kent. London 10 miles. Advocacy and private means essential. Easy terms for suitable man.—Box 294, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED CLERKS, &c.

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INFORMATION is wanted by the executor of his mother's estate of the present address of HERBERT S. M. McMILLAN, who left Brockville, Ontario, in the fall of 1912, and has not been heard of since.—Address all communications to John M. Davidson, R. R. No. 3, Brockville, Ontario, Canada.

"COMTAT."—Will any person knowing the whereabouts of a WILL made by the late HENRI MARCEL COMTAT, who died on January 8th in Mexico City, kindly COMMUNICATE with J. Wilson, Export Division, Dunlop Rubber Company, Limited, St. James's House, St. James's-street, S.W.1. ? Telephone, Gerrard 5812.

FRAZIER.—Will HENRY FRAZIER or anyone knowing his whereabouts please COMMUNICATE with his brother, Alexander Frazier, 683 East Morrison-street, Portland, Oregon, U.S.A.

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